

COMPLAINT

Plaintiffs Bridgeport Music, Inc. (“Bridgeport”), Southfield Music, Inc. (“Southfield”), Westbound Records, Inc. (“Westbound”), and Nine Records, Inc., (“Nine”), (collectively, “plaintiffs”) by their attorneys, for their complaint against defendants listed above, allege as follows:

I.

NATURE OF THE ACTION

1. This action for damages, declaratory relief, and permanent injunctive relief is brought by plaintiffs Bridgeport, Southfield, Westbound, and Nine, pursuant to the Copyright Act and Copyright Revision Act, 17 U.S.C. §§101 et seq. (the “Copyright Act”), the common law, and Tennessee state law. The action arises out of an ongoing pattern of wrongdoing by various major independent music publishers, well-known copyright administrators, major record labels, entertainment companies, clearance companies, certain video and motion picture studios and producers, and others, to willfully infringe plaintiffs’ copyrights.

2. Plaintiffs are the owners, in whole or in part, of the right, title, and interest in and to the musical compositions (“the Bridgeport/Southfield Compositions”) and sound recordings (“the Westbound/Nine Sound Recordings”) set forth in Exhibit A hereto, including the copyrights therein, together with the right to register the statutory copyrights therein. Plaintiffs have complied with all of the laws pertinent to these compositions and/or sound recordings as copyrighted works, and the subject copyright registrations on the compositions and/or sound recordings listed on Exhibit A have been appropriately deposited and/or registered with the U.S. Copyright office. At all pertinent times hereto, plaintiffs have complied with all applicable provisions of the copyright laws of the United States of America.

3. Nonetheless, defendants have unlawfully utilized these musical compositions and/or sound recordings in certain new compositions (“Infringing Compositions”) and new recordings (“Infringing Sound Recordings”), set forth fully herein, without the permission of plaintiffs, and without paying royalties to plaintiffs. In addition, in those instances in which defendants sought permission for the use of plaintiffs’ compositions and/or sound recordings and entered into agreements for such use, defendants failed to pay to plaintiffs the agreed upon royalties, causing a failure of consideration in the agreements and/or a breach of those agreements. Accordingly, in this action, plaintiffs seek: (1) declaratory relief that they own the copyrights in the Infringing Compositions and/or Infringing Sound Recordings; (2) recovery of money damages resulting from the wrongful acts of defendants and/or breaches of contracts by defendants, including but not limited to the maximum amount recoverable under the Copyright Act for willful infringement, treble damages under the Tennessee Consumer Protection Act, and all attorneys’ fees and costs associated with the bringing of this action; and (3) an Order impounding for destruction the infringing material and enjoining defendants from the production, marketing and/or sale of the Infringing Compositions and/or Sound Recordings.

II.

PARTIES

4. Plaintiff Bridgeport is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all relevant times, Bridgeport was (and continues to be) engaged in, among other things, the business of music publishing and otherwise commercially exploiting musical composition copyrights. Bridgeport has entered into a performing rights license with Broadcast Music, Inc. (“BMI”) whereby BMI licenses performances of Bridgeport’s musical compositions in the

United States. As a result, Bridgeport is considered a BMI affiliate.

5. Plaintiff Southfield is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all times relevant, Southfield was (and continues to be) engaged in, among other things, the business of music publishing and otherwise commercially exploiting musical composition copyrights. Southfield has entered into a performing rights license with American Society of Composers and Publishers (“ASCAP”) whereby ASCAP license performances of Southfield musical compositions in the United States. As a result, Southfield is considered an ASCAP affiliate.

6. Plaintiff Westbound is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all times relevant, Westbound was (and continues to be) engaged in, among other things, the business of recording and distributing sound recordings.

7. Plaintiff Nine is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all times relevant, Nine Records was (and continues to be) engaged in, among other things, the business of recording and distributing sound recordings.

8. The major Defendant Publishers and Administrators are as follows:

- a. Careers-BMG Music Publishing, Inc. is a corporation of unknown origin and may be served with process at The Prentice-Hall Corporation System, Inc., 2908 Poston Avenue, Nashville, TN 37203.
- b. EMI April Music, Inc. is a Connecticut corporation and may be served with process at The Prentice-Hall Corporation System, Inc., 2908 Poston

Avenue, Nashville, TN 37203.

- c. EMI Blackwood Music Inc. is a Connecticut corporation and may be served with process at The Prentice-Hall Corporation System, Inc., 2908 Poston Avenue, Nashville, TN 37203.
- d. EMI Music Publishing, Inc. is a corporation of unknown origin and may be served with process at 35 Music Square East, Nashville, TN 37203.
- e. Songs of Universal, Inc. is a California corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
- f. Sony Songs, Inc. is a corporation of unknown origin and may be served with process at Sony/ATV Music Publishing, Inc., 8 Music Square West, Nashville, TN 37203.
- g. Sony Tunes, Inc. is a New York corporation and may be served with process at The Prentice-Hall Corporation System, Inc., 2908 Poston Avenue, Nashville, TN 37203.
- h. Sony/ATV Tunes, LLC is a Delaware limited liability company and may be served with process at The Prentice-Hall Corporation System, Inc., 2908 Poston Avenue, Nashville, TN 37203.
- i. Sony/ATV Music Publishing, Inc. is a Delaware corporation and may be served with process at 8 Music Square West, Nashville, TN 37203.
- j. Universal Music Publishing, Inc. is a Delaware corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.

- k. Universal-Polygram International Publishing, Inc. is a Delaware corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
 - l. Universal-Songs of Polygram International, Inc. is a Delaware corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
 - m. Warner-Chappell Music, Inc. is a Delaware corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
 - n. Warner-Tamerlane Publishing Corp. is a California corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
 - o. WB Music Corp. is a California corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
9. The following defendant is a Defendant Administrator:
- a. Songwriter Services, Inc. is a corporation duly organized and existing under the laws of the State of California and is located at 23542 Lyons Avenue, No. #200-B, Newhall, CA 91321-2562. At all times relevant, Songwriter Services, Inc. was (and continues to be) engaged in, among other things, the business of the business of procuring licensing of copyrights for and to publishers and otherwise commercially exploiting musical composition copyrights.
10. The major Defendant Labels are as follows:

- a. Arista Records, Inc. is a Delaware corporation and may be served with process at 1400 8th Avenue South, Nashville, TN 37212.
- b. Atlantic Recording Corp. d/b/a Atlantic Records is a Delaware corporation and may be served with process at 20 Music Square East, Nashville, TN 37203.
- c. Capitol Records, Inc. is a Delaware corporation and may be served with process at The Prentice-Hall Corporation System, Inc., 2730 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833.
- d. Columbia Records is a division of Sony Music Entertainment, Inc., which is a Delaware corporation, and may be served at 34 Music Square East, Nashville, TN 37203.
- e. Elektra Entertainment Group, Inc. is a Delaware corporation and may be served with process at 75 Rockefeller Plaza, New York, NY 10019.
- f. Epic Records, Inc. is a New York corporation and may be served with process at 34 Music Square East, Nashville, TN 37203.
- g. Giant Records, Inc. is a corporation of unknown origin and may be served with process at 1514 South Street, Nashville, TN 37212.
- h. Interscope-Geffen-A&M is a division of Universal Music Group, Inc., which is a California corporation, and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
- i. MCA Records, Inc. is a corporation of unknown origin and may be served with process at 60 Music Square East, Nashville, TN 37203.
- j. Mercury Records is a division of Universal Music Group, Inc., which is a

California corporation, and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.

- k. Motown Record Co., L.P. is a California limited partnership and may be served with process at CT Corporation System, 111 Eighth Avenue, New York, NY 10011.
 - l. Polygram Records, Inc. is a corporation of unknown origin and may be served with process at 66 Music Square West, Nashville, TN 37203.
 - m. RCA Records Label is a unit of BMG Entertainment, Inc., which is a corporation of unknown origin, and may be served with process at 1400 18th Avenue South, Nashville, TN 37212.
 - n. Virgin Records America, Inc. is a California corporation and may be served with process at The Prentice-Hall Corporation System, Inc., Sacramento, CA 95833.
 - o. Warner Bros. Records, Inc. is a Delaware corporation and may be served with process at 20 Music Square East, Nashville, TN 37203.
11. The major Defendant Entertainment Companies are as follows:
- a. BMG Entertainment, Inc. is a corporation of unknown origin and may be served with process at 1400 8th Avenue South, Nashville, TN 37212.
 - b. EMI Group, plc is a business of unknown origin and may be served with process at 4 Tenterdin Street, Heinover Square, London, United Kingdom.
 - c. Sony Music Entertainment, Inc. is a Delaware corporation and may be served with process at 34 Music Square East, Nashville, TN 37203.
 - d. Tommy Boy Music, Inc. is a New York corporation and may be served

with process at Edward J. Weiss, Esq., 75 Rockefeller Plaza, New York, NY 10019.

- e. Universal Music Group, Inc. and/or UMG Recordings, Inc., (collectively hereinafter Universal Music Group, Inc.), are each a California corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
- f. Warner Music Group, Inc. is a Delaware corporation and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.

12. The major Defendant Clearance Companies are as follows:

- a. Clearance 13'8" is a company of unknown origin and is located at 26 West 76th Street, New York, NY 10023.
- b. Diamond Time, Ltd. is a company of unknown origin and may be served with process at 73 Spring Street, New York, NY 10012.
- c. Sample Clearance, Ltd. is a New York company and may be served with process at 3300 W. 58th Street 614, New York, NY 10019.
- d. Songwriter Services, Inc. is a California corporation and may be served with process at 23542 Lyons Avenue, No. #200-B, Newhall, CA 91321.

13. The major Defendant Video/Motion Picture Studios, Producers, and Performing Rights Organizations are as follows:

- a. Burger King Corporation is a corporation of unknown origin and may be served with process at CT Corporation System, 1200 South Pine Island Road, Plantation, FL 38324.

- b. TriStar Pictures, Inc. is a corporation of unknown origin and may be served with process at 10202 West Washington Boulevard, Culver City, CA 90232.
- c. Universal Studios, Inc. is corporation of unknown origin and may be served with process at CT Corporation System, 530 Gay Street, Knoxville, TN 37902.
- d. Warner Bros., Inc. is a Delaware corporation and may be served with process at 75 Rockefeller Plaza, New York, NY 10019.
- e. Defendant Performing Rights Organization Broadcast Music, Inc. (BMI) is a New York corporation and may be served with process at United States Corporation Co., 2908 Poston Avenue, Nashville, TN 37203.

14. John Doe Defendants 1-500 are publishing companies, administrators, labels, entertainment companies, clearance companies, and/or video/motion picture studios and/or producers, presently unknown to plaintiffs, who participated in and contributed to the wrongful activity described herein.

15. The remaining defendants are publishing companies, administrators, labels, entertainment companies, clearance companies, and/or video/motion picture studios and/or producers whose names, addresses, and if applicable, administrators and agents for service of process are set forth in Exhibit B, attached hereto and incorporated by reference. Exhibit C, also attached hereto and incorporated herein by reference, identifies the infringing musical compositions and sound recordings purportedly owned by the listed defendants, which infringe upon at least one of plaintiffs' copyrights listed on Exhibit A, attached hereto and incorporated herein by reference.

III.

SUBJECT MATTER JURISDICTION, PERSONAL JURISDICTION, AND VENUE

16. The jurisdiction of this Court is based upon 28 U.S.C. §§1331 and 1338(a) in that the controversy arises under the Copyright Act and Copyright Revision Act of 1976 (17 U.S.C. 101 et seq.), which is within the exclusive jurisdiction of federal courts pursuant to 28 U.S.C. §1367. This Court has supplemental jurisdiction over plaintiff's state law claims pursuant to 28 U.S.C. §1367.

17. Personal jurisdiction over each of the defendants is proper in this jurisdiction, among other reasons, on the grounds that defendants either: (A) maintain a principal place of business in Nashville, Tennessee or have a substantial presence in Nashville with offices located in Nashville, Tennessee; (B) regularly conduct business in the State of Tennessee either by marketing, distributing, selling, and/or licensing their works in Tennessee, including conducting such business through performing rights organizations located in Tennessee and by entering into contracts that are consummated and/or performed in Tennessee; and/or (C) maintain registered agents for service of process within the State of Tennessee. In many cases, these defendants are subject to the personal jurisdiction of this Court on several of the grounds identified above. Service of process on all defendants with no address in Tennessee, or agent for service of process in Tennessee, is pursuant to the Tennessee long arm statute.

18. Venue is proper in this District pursuant to 28 U.S.C. §§1391 and 1400(a) because plaintiffs' claims arose in substantial part in this District, because acts and transactions complained of herein took place in this District, because defendants transacted business in this District, and/or because defendants or their agents, who are essential to their business, reside in this District and/or may be found in this District.

IV.

FACTUAL BACKGROUND

A. The making of a rap song and the role of the various players

1. Sampling

19. “Rap” music is a genre of music in which the singer typically speaks along with one or more pre-recorded musical compositions.

20. To accomplish the recording of the songs at issue in this case, the rap artists frequently copied portions of prior master sound recordings of the plaintiffs’ earlier musical compositions directly onto new sound recordings, and then the artists “rapped” on top, a procedure called “sampling.” These new musical compositions (“Infringing Compositions”) and new sound recordings (“Infringing Sound Recordings”) infringe on the musical composition copyrights of plaintiffs Bridgeport and/or Southfield. Frequently, the Infringing Sound Recordings containing the Infringing Compositions infringe the sound recording copyrights of plaintiffs Westbound and/or Nine.

21. In many cases, Westbound and/or Nine own the utilized prior sound recording copyright; in all cases Bridgeport and/or Southfield own the utilized musical composition copyright.

22. The samples used in the rap records, i.e. the product sold to the public containing the Infringing Compositions and/or Sound Recordings (“Records”) consist of both short and long elements of a Bridgeport/Southfield Composition and/or a Westbound/Nine Sound Recording, such as, but not limited to the synthesizer, rhythm background, piano, horn, or drum portion, repeated a number of times (or “looped”) throughout the new Record.

2. Songwriters and Publishers

23. The songwriters (“Songwriters”) of these rap songs write songs for affiliated publishing companies (“Publishers”) pursuant to contractual agreements. In the vast majority of those contractual agreements, the Songwriters assign some or all of the copyrights in musical compositions they write to the Publishers. In return for the Songwriters’ assignment of some or all of these copyrights, the Publishers agree to pay to the Songwriters royalties, i.e., a portion of all fees and amounts the Publishers collect for exploitation of the subject musical compositions.

3. Administrators

24. Publishers frequently hire copyright administrators (“Administrators”) to handle the day to day business of dealing with their copyrights. The Administrators are engaged in the business of dealing with copyrights, including, among other things, registering copyrights with the U.S. Copyright Office and procuring the licensing of copyrights for and to the Defendant Publishers.

4. Record Labels, Manufacturers, and Distributors

25. Record Labels (“Labels”) release the Records containing the Infringing Compositions and/or Sound Recordings. The released Records are packaged in a variety of configurations (compact disc, long play albums, cassettes, singles, etc.) and a variety of versions and mixes (album mix, radio mix, dance mix, mega mix, explicit mix, clean mix, etc.). “Records,” “Infringing Compositions,” and “Infringing Sound Recordings” as defined herein, include all configurations and all versions, mixes, and packaging, including the representations concerning ownership made on the Records or sold with the Records. At times, Labels subcontract with other companies, including other Labels, to manufacture the Records (“Manufacturers”), and still other companies to distribute the Records to locations where the Records are sold to the general public (“Distributors”).

5. Entertainment Companies

26. Labels are usually divisions of major entertainment companies (“Entertainment Companies”). Entertainment Companies are frequently involved in the manufacture and/or distribution and/or marketing of the Records. Further, the Labels are often wholly-owned subsidiary companies of the Entertainment Companies and are used by the Entertainment Companies as alter egos by which they carry on business. In fact, the Entertainment Companies often use their subsidiary Labels as mere instrumentalities, exercising complete dominion and control over the Labels in finances, policy, and business practices, such that the Labels have no separate mind, will, or existence of their own. Upon information and belief, these Labels and Entertainment Companies (1) purposefully utilize confusing and similar names without designating the distinct legal entities to which they refer; (2) instruct third parties to direct correspondence “care of” the other entity; and (3) utilize the same addresses, same offices, same officers, directors, executives, employees, registered agents, agents for service of process, furniture, legal counsel, legal and accounting systems, software, and corporate decision makers. Further, upon information and belief, the Entertainment Companies frequently underfund the Labels and file consolidated tax returns, financial statements, and annual reports with their subsidiary Labels.

6. Clearance Companies

27. The process of identifying the Publisher and/or Label that own the pre-existing musical composition and/or sound recording used in Infringing Compositions, Sound Recordings, and/or Records, and negotiating licenses or other agreements authorizing the use of those works is known as “copyright clearance.” Copyright clearance is supposed to be completed prior to release of the Records. Various companies, called “clearance companies”

(“Clearance Companies”) engage in the business of assisting Publishers, Administrators, Labels, Entertainment Companies, and Video/Motion Picture Studios and/or Producers in obtaining “clearance” or license to utilize pre-existing musical compositions and/or sound recordings in new artistic works such as Records, videos (promotional, VHS, and DVD videos, collectively referred to as “Videos”) and/or motion pictures (“Motion Pictures”). “Videos” and “Motion Pictures” as defined herein include all configurations, versions and mixes. Clearance Companies usually take an up-front down payment on their services from the party requesting their assistance.

7. Performing Rights Organizations

28. The process of licensing public performances of musical compositions so the public may hear music in public places is handled by Performing Rights Organizations (“PROs”). Further, PROs are viewed by the music industry as reference sources and libraries of information concerning correct songwriter and publisher information on musical compositions, as well as a depository for contact and dispute information in instances in which different parties claim conflicting ownership in musical compositions. Songwriters and Publishers enter into contracts with one of three PROs (ASCAP, BMI, or SESAC) whereby they grant to the PRO the right to license, on their behalf, public performances of their musical compositions. In turn, the PROs license to entities such as radio stations, restaurants, and retail shops, for an annual fee, the right to play (perform) in their establishments, the musical compositions of the affiliated PRO artists. The PROs then distribute to their affiliated Songwriters and Publishers, on a pro rata per public performance basis, the collected licensing fees. These distributions are called performance royalties.

8. Synchronization of visual images, musical compositions, and sound recordings

29. The process of combining sound recordings of musical compositions with visual images is called synchronization. Whenever a filmmaker, video/motion picture studio or producer, and/or commercial director wishes to use a pre-existing musical composition with the visual images in his work he “synchronizes” the musical composition and sound recording with the Video and/or Motion Picture.

B. The Legal Requirements

1. Required licenses for Records including pre-existing compositions and/or sound recordings

30. Copyright laws require that persons wishing to “sample” a prior sound recording of a musical composition into a new sound recording must obtain the agreement of both the owner of the master sound recording copyright (typically, the Label) and the owner of the musical composition copyright (usually, one or more Publishers).

31. The compulsory mechanical license provision of 17 U.S.C. §115 does not apply to the use of samples because the new rap recording is not a new version of the pre-existing work but actually a derivative work -- a changed version of the original composition and/or sound recording. As a result, the Label and Publisher of the Infringing Composition must reach an agreement with the Publisher of the sampled composition, or the new musical composition violates the Publisher’s exclusive right to create all derivative works. Bridgeport and Southfield require a “Release and Agreement,” whereby Bridgeport and/or Southfield become part owner-publisher of the new (otherwise infringing) musical composition copyright, which it then licenses to the Label. The percentage of ownership in the Infringing Composition negotiated by Bridgeport and/or Southfield depends upon the quality and nature of the Bridgeport/Southfield musical compositions used. Similarly, the Label must obtain the agreement of the pre-existing

sound recording copyright holder to use the pre-existing sound recording or, again, the new sound recording violates the old Label's exclusive right to create all derivative works. Westbound and Nine require such appropriate licenses and payments from the sampling entities.

2. Required licenses for synchronization

32. Copyright laws also require that a party who wishes to synchronize music with visual images in a Video, Motion Picture and/or commercial obtain two licenses. First, he must obtain a synchronization license, or permission to use the musical composition, from the musical composition copyright holder, usually the Publisher. Second, he must obtain permission or a license to use the sound recording from the sound recording copyright holder. Bridgeport and/or Southfield routinely negotiate synchronization licenses of their musical compositions, and Westbound and/or Nine also routinely license use of their master sound recordings in Commercials, Videos and/or Motion Pictures.

3. Copyright notification on Records and with the U.S. Copyright Office

33. Parties such as Publishers, Administrators, Labels, Entertainment Companies, Clearance Companies, and Video/Motion Picture Studios and Producers attempt to protect their copyrights in a variety of ways, including: (1) public notification of ownership of copyright on distributed versions of a Record, Video and/or Motion Picture, and (2) registration of ownership of a related copyright with the U.S. Copyright Office. Both actions constitute a material representation that the subject Record, Video and/or Motion Picture and all of its parts (except where noted otherwise) are original, non-infringing works.

4. The duties of parties claiming copyright ownership and/or publishing ownership information

34. Parties who utilize musical compositions and/or sound recordings in new works who label such works as their own, and/or who register copyrights to such works with the U.S.

Copyright Office, particularly Publishers, Administrators, Labels, Entertainment Companies, Clearance Companies and Video/Motion Picture Studios and/or Producers, have a duty to the U.S. public as well as to Songwriters, Publishers, and/or Labels of prior musical compositions and/or sound recordings to act as a reasonable and prudent publisher, administrator, label, clearance company, video/motion picture studio, and/or producers would act, among other ways: (1) to ascertain that the works being labeled, registered, distributed, and/or used are original and non-infringing; (2) to investigate the ownership and originality of musical compositions and/or sound recordings utilized; (3) to inform copyright owners of utilized musical compositions and/or sound recordings of their use in new Records, Videos and/or Motion Pictures; (4) to alert copyright owners of utilized musical compositions and/or sound recordings of each release of the new Record, Video and/or Motion Picture containing the utilized musical compositions and/or sound recordings; (5) to appropriately credit the copyright owners of the utilized musical compositions and/or sound recordings on any packaging and copies containing such musical compositions and sound recordings; (6) to correctly identify with the U.S. Copyright Office the copyright owners of the utilized musical compositions and/or sound recordings; and (7) to quarterly account to and pay the copyright owners of the utilized musical compositions and/or sound recordings, and/or to escrow or submit to the copyright owners all monies procured from the exploitation of the Records, Videos and/or Motion Pictures until such time as the parties reach an agreement concerning fees.

5. The duties of PROs

35. PROs have the duty to act as a reasonable and prudent licensing agency would act once it learns of a dispute over licensing royalties, particularly, to (1) escrow any royalty amounts in dispute upon hearing of a dispute between parties concerning those royalties or

concerning ownership of the copyrights generating those royalties; and (2) notify any inquiring third party of the fact of and the parties to the dispute, so that the misinformation is not extended. The aforementioned duty applies to licensing agencies so all disputing parties will be protected in that: (1) disputed amounts will be preserved; (2) third parties who inquire of the licensing agency will not pay out amounts to the wrong party; (3) interested parties will be able to investigate for themselves; (4) interested parties will be able to negotiate with all parties in the dispute; and (5) disputing parties once contacted by third parties may take action to defend themselves.

6. The duties of Clearance Companies

36. Clearance Companies have a duty to act as a reasonable and prudent clearance company would act once it begins the copyright clearance process. On information and belief, clearance companies require advance payment from songwriters and publishers prior to contacting owners of musical compositions and sound recordings sampled in infringing works to obtain clearance. As a result, once a Clearance Company begins the clearance process by contacting the Publisher, Administrators and/or Labels owning and/or controlling the sampled composition and/or sound recording, it has the duty (1) to complete such process; (2) to follow up on correspondence as requested in a timely manner; (3) to timely inform all involved parties of the conclusion of any negotiations; and (4) in the event that negotiations are not successful, to notify the owner of the Infringing Composition and Sound Recordings of the release of the infringing material so that such owners may protect their legal rights.

V.

THE WRONGFUL CONDUCT OF THE DEFENDANTS

37. From time to time subsequent to 1988, and continuing to date, defendants

infringed the copyrights in the Bridgeport/Southfield compositions and/or Westbound/Nine Sound Recordings, including by substantial copying, publicly performing, making, distributing and selling, or authorizing the making and distributing of, Records, participating in and furthering such infringing acts, and/or sharing in the proceeds therefrom, all through substantial use of the Bridgeport/Southfield Compositions and/or Westbound/Nine Sound Recordings in and as part of various Infringing Compositions and/or Sound Recordings allegedly owned by defendants. While the discussion below defines the wrongful conduct of the various defendants by categories (e.g., “Defendant Publishers,” “Defendant Administrators,” etc.), the individual wrongful conduct of each defendant is described more particularly in each of the Counts of this Complaint. The Counts, likewise, delineate the capacity in which each defendant is being sued, which also is shown in Exhibit C, incorporated by reference herein, and also makes specific reference to the paragraph in this Complaint that describes the wrongdoing of each particular defendant. Finally, although each Infringing Composition and/or Sound Recording is contained in a separate Count herein, the Counts present common questions of fact and law, which arise out of the same transaction, occurrence, or series of transactions or occurrences, and thus are intertwined in numerous ways, including but not limited to the following: (1) the same few clearance companies have been the conduit for the vast majority of infringements; (2) the same few entities have manufactured and distributed the vast majority of the infringing works through contracts with the same label; (3) the defendant entities are guilty of repeatedly infringing the relatively small number of plaintiffs’ copyrights; (4) the same group of defendants in many cases have repeatedly infringed upon the same copyright owned by plaintiffs; (5) the business relationships, as described above, occurred in a myriad of configurations, as set forth in each Count, with the defendants repeatedly infringing plaintiffs’ copyright’s in various capacities and

in conjunction with different defendants; and (6) the same few Defendant Entertainment Companies control the multiple infringing Defendant Labels and many of the Publishers and Administrators.

A. Defendant Publishers' actions on their own behalf

38. Certain Defendant Publishers handle or “administer” the day-to-day business of their copyrights themselves. They license uses of the copyrights, police third parties using their copyrights, and collect and distribute royalties related to such copyrights. These Defendant Publishers have licensed Infringing Compositions, collected royalties on the Bridgeport/Southfield Compositions contained in the Infringing Compositions, passed on such royalties to other entities, and conducted themselves as the owners of the musical composition copyrights in the Infringing Compositions. Such Defendant Publishers have conducted these activities without license from or agreement with Bridgeport and/or Southfield.

B. Defendant Publishers' actions in conjunction with Defendant Administrators

39. For Defendant Publishers who have hired Administrators, the Defendant Administrators have handled the business dealings related to the Infringing Compositions, including administering their Infringing Composition copyrights, licensing their Infringing Composition copyrights, and collecting and paying royalties on uses of their Infringing Composition copyrights, all in return for the payment of administration fees to such Administrators, typically in the form of a percentage of monies collected. These Defendant Administrators have engaged in such conduct on their own behalf and on behalf of the affiliated Defendant Publishers and as the actual and apparent agents of such Defendant Publishers. Such Defendant Administrators have conducted these activities without license from or agreement with Bridgeport and/or Southfield.

C. Defendants' failure to request plaintiffs' agreement

40. In numerous instances made the basis of this lawsuit, no entity involved with a Record -- not a Defendant Publisher, Administrator, Label, Manufacturer, Distributor, Entertainment Company and Video/Motion Picture Studio and/or Producer -- contacted plaintiffs to negotiate any agreement to use a sample of the Bridgeport/Southfield Composition and/or the Westbound/Nine Sound Recordings in the infringing Records. Instead, such defendants, with knowledge of the infringing nature of the Records, simply assisted in the release of such Records, Videos, and/or Motion Pictures. These defendants induced, caused, and/or materially contributed to and substantially participated in the infringing activity when they failed to contact the plaintiffs to procure consent to use the plaintiffs' copyrights. Further, such defendants had the obligation, right, and ability to supervise the infringing activity of the subject songwriters, producers, and directors but allowed the infringement to occur, and had an obvious and direct financial interest in exploiting the copyrighted materials as set forth below.

D. Defendants' manufacture and distribution of Records, Videos and/or Motion Pictures with Infringing Compositions and/or Sound Recordings without plaintiffs' agreement

41. In numerous other instances made the basis of this lawsuit, after the recording, but prior to the distribution of an infringing Record, certain Defendant Clearance Companies, Publishers, Administrators, Labels, Entertainment Companies and/or Video/Motion Picture Studios and/or Producers contacted plaintiffs in an attempt to negotiate an agreement to use the Bridgeport/Southfield Composition and/or the Westbound/Nine Sound Recording in the Infringing Compositions and/or Sound Recordings to be contained in the Records, Videos and/or Motion Pictures. Following such inquiry, egregiously and with knowledge of and/or reason to know of the infringing activity, these parties, without Plaintiff's agreement, authorized the

release, manufacture and distribution of the Records and otherwise induced, caused, and/or materially contributed to and substantially participated in the infringing activity when they determined that they would prefer to allow all involved parties to engage in infringement and risk a lawsuit than to obtain the agreement of plaintiffs. Further, such defendants had the obligation, right, and ability to supervise the infringing activity of the songwriters, producers, and/or video/motion picture directors but allowed the infringement to occur, and had an obvious and direct financial interest in exploiting the copyrighted materials as set forth below.

VI.

THE VARIOUS LIABILITY OF EACH DEFENDANT AND DAMAGES TO PLAINTIFFS

42. In many cases, despite the absence of any agreements from plaintiffs, the Defendant Labels, Manufacturers, Distributors, Entertainment Companies and Video/Motion Picture Studios and/or Producers distributed the Records, Videos, and/or Motion Pictures containing the Infringing Compositions and/or Sound Recordings, claimed ownership of the subject Infringing Compositions and/or Sound Recordings on all Records released, in many cases registered the applicable copyrights as their own, and began paying royalties to the artists and to the new alleged owners of the copyrights in the Infringing Compositions and/or Sound Recordings (not plaintiffs). The Defendant Labels, Manufacturers, Distributors, Entertainment Companies and/or Video/Motion Picture Studios and/or Producers then kept sales dollars for themselves, as copyright owners of the new Infringing Compositions and/or Sound Recordings. Such Defendant Labels, Manufacturers, Distributors, Entertainment Companies and Video/Motion Picture Studios and/or Producers egregiously and with knowledge of and/or reason to know of the infringing activity induced, caused and/or materially contributed to and substantially participated in the infringing activity when they made such releases and took such

action. Further, such defendants had the obligation, right, and ability to supervise such infringing activity but allowed the infringement to occur, and had an obvious and direct financial interest in exploiting the copyrighted materials as set forth below.

43. In some instances, after the release of the Records, Defendant Publishers agreed to sign “Release and Agreement” documents, which made Bridgeport and/or Southfield co-publishers, i.e., owners of a portion of the Infringing Composition’s copyright. Frequently, such agreements were signed years after the release of the Records. In many of these instances, Defendant Publishers have failed to pay past amounts due to plaintiffs pursuant to the terms of such Licenses, those Licenses are void as a result of lack of consideration, and the defendants are liable for willful infringement.

44. After the release of the Records, in some instances, Defendant Labels and/or Defendant Entertainment Companies recognized Bridgeport and/or Southfield as the owners of the musical composition copyright of the Infringing Compositions and therefore signed a mechanical license with Bridgeport and/or Southfield whereby they agreed to pay Bridgeport and/or Southfield, in proportion to their ownership interest, a particular mechanical royalty rate (usually the statutory rate contained in 17 U.S.C. §115) for each Record sold. Frequently, such mechanical licenses were signed years after the release of the Records, and in these instances, Defendant Labels were obligated to proportionately pay to plaintiffs past mechanical royalties due on the Infringing Compositions since the date of release. In many of these instances, Defendant Labels have failed to pay past and/or present royalties due to plaintiffs pursuant to the terms of such Mechanical Licenses. Alternatively, those licenses are void as a result of lack of consideration and the defendants are liable for willful infringement.

45. Upon information and belief, the Defendant Publishers, Administrators, Labels,

Manufacturers, Distributors, Entertainment Companies and Video/Motion Picture Studios and/or Producers identified above, acted with knowledge and/or reason to know that the subject Records, Videos and/or Motion Pictures containing Infringing Compositions and/or Sound Recordings infringed upon the copyrights of plaintiffs. Alternatively, such actions constitute breach of contract.

46. In order to fraudulently conceal the wrongful use of plaintiffs' musical compositions and/or sound recordings, certain Defendant Publishers, Administrators, Labels, Entertainment Companies and Video/Motion Picture Studios and/or Producers submitted "copy" to be placed on the Records, Videos, and Motion Pictures containing the Infringing Compositions and/or Sound Recordings listing the new "songwriters" and new "publishers" as the sole owners of the copyrights in the Infringing Compositions and informed the PROs of the same incorrect (or at a minimum, incomplete) list of "songwriters" and "publishers."

47. In further attempts to fraudulently conceal their wrongdoing, in many cases the Defendant Publishers and Administrators registered ownership of the Infringing Compositions with the U.S. Copyright Office in themselves, which failed to appropriately acknowledge their taking of plaintiffs' musical composition and thus misrepresented the origin of the Infringing Compositions, while the Defendant Labels, Entertainment Companies and Video/Motion Picture Studios, and/or Producers filed, or had filed on their behalf, sound recording copyrights that similarly misrepresented the origin of the Infringing Sound Recordings. In other cases, defendants fraudulently concealed their infringement from plaintiffs by failing to divulge to plaintiffs the manufacture, release, and distribution of the Records, Videos and/or Motion Pictures containing the Infringing Compositions and/or Sound Recordings, and by failing to acknowledge the use of plaintiffs' musical compositions and/or sound recordings in their

advertising and promotional material disseminated throughout this country as well as on the Records, Videos and/or Motion Pictures themselves, instead inappropriately claiming sole ownership of the Infringing Compositions and/or Sound Recordings and Records, Videos and/or Motion Pictures. Finally, many infringements were actively concealed from plaintiffs by the manipulation of plaintiffs' compositions within the Infringing Compositions and Infringing Sound Recordings by producers and artists directly under the control of the Defendant Labels and Entertainment Companies, for whom such defendants are responsible. All of the activity described above constitutes self-concealing fraudulent activity insofar as plaintiffs, with no appropriate credit identifying the true origin of the Records, would have no way of discovering each infringement absent purchasing every Record sold in the world. In addition, the misrepresentations on the copyrights, and on the Records themselves, constitute active fraudulent concealment. Plaintiffs identify below, in each applicable Count, the Records where defendants fraudulently concealed their infringement by the filing of a copyright that misrepresents the origin of the Record, and/or by misrepresentations on the Records themselves about the origin of the Records. Such action is further support for a finding of willful infringement, and violations of the Tennessee Consumer Protection Act, and mandates that the statute of limitations be tolled.

48. The misrepresentations described in paragraph 47 above were made with actual or constructive knowledge by the defendants who: (1) wished to conceal the improper use of the pre-existing musical compositions and sound recordings; and/or (2) had no incentive to determine whether the new musical composition and sound recording contained unlicensed portions of other, original musical compositions and sound recordings because recognition of such an impropriety (i) might mean that there could be no release of the new (expensively produced) infringing Record; or (ii) at a minimum, would mean that the purported songwriters,

publishers, labels, and video/motion picture studios and/or producers would receive less income from the Record containing the Infringing Compositions and/or Sound Recordings than originally anticipated, because the revenue from the Records, Videos and/or Motion Pictures would have to be shared with plaintiffs. The public and plaintiffs, who both were the target of these false, fraudulent, and deceptive acts, then were damaged, insofar as the public was duped into purchasing Records that misrepresented that they were original non-infringing works, which they were not, and plaintiffs did not receive money to which they were lawfully entitled and were not put on notice to pursue their claims of copyright infringement.

49. Defendant Video/Motion Picture Studios and/or Producers also acted wrongfully by the use of plaintiffs' musical compositions and/or sound recordings in synchronization with visual images in their works without obtaining from plaintiffs the required synchronization licenses for such uses, and by failing to obtain license from the applicable plaintiff sound recording owners to utilize such recording.

50. When plaintiffs were able to discover the infringements and demanded a portion of the new copyright in the Infringing Compositions which sampled plaintiffs' musical compositions and/or sound recordings, plaintiffs alerted Defendant BMI of the disputes and asked that BMI follow common law, their own policies, and industry standard and place all disputed monies in escrow, pending resolution of any dispute, and that BMI alert inquiring third parties of the dispute. In fact, it is the duty of BMI to act as a reasonable and prudent licensing agency would act once it learns of a dispute over licensing royalties. Though put on notice of the disputes made the basis of this cause, in certain instances Defendant BMI has failed and refused to escrow royalty amounts or notify inquiring third parties of disputes.

51. Upon information and belief, all Defendant Publishers have received mechanical

royalties for the sale of Records containing the Infringing Compositions, have received royalties for inclusion of the Infringing Compositions in print editions of sheet music, have received synchronization royalties for the addition of the Infringing Compositions to audio-visual works, and have received performance royalties from the PROs from the performance of the Infringing Compositions, without submitting the appropriate amount of such royalties to Bridgeport and/or Southfield.

52. Upon information and belief, Defendant Publishers have improperly paid to their affiliated songwriters a portion of those royalties received and have not submitted the appropriate amounts of such royalties to Bridgeport and/or Southfield.

53. Upon information and belief, Defendant Labels, Manufacturers, and Distributors have collected fees from the sale of said Records containing the Infringing Compositions and/or Sound Recordings, have retained a portion of those fees without submitting the appropriate amounts to plaintiffs and have improperly paid some of those fees to artists, producers, and to the applicable Defendant Publishers.

54. Upon information and belief, Defendant Labels are divisions and/or alter egos and/or instrumentalities of major Defendant Entertainment Companies who manufactured and/or distributed the Records containing the Infringing Compositions. Defendant Labels and Entertainment Companies have collected monetary amounts from the sale, manufacture, and distribution of the Records containing the Infringing Compositions without submitting the appropriate amounts to plaintiffs.

55. Upon information and belief, Defendant Video/Motion Picture Studios and/or Producers, without entering into an agreement with plaintiffs, have collected and retained monies from the subject Videos and Motion Pictures containing the Infringing Compositions, have paid

royalties to numerous entities, but have not submitted the appropriate amount of royalties in the form of synchronization royalties and other fees to plaintiffs.

56. Upon information and belief, the PROs also began paying performing rights royalties, only to the incorrectly listed Infringing Song “songwriters” and “publishers,” and not to plaintiffs.

57. Plaintiffs have not received proper compensation, in the form of royalties and/or copyright interest, for the improper uses of their musical compositions, and where appropriate, their sound recordings, in Infringing Compositions and/or Sound Recordings, Records, Videos, and Motion Pictures.

58. The foregoing conduct of defendants constitutes, among other things, improper creation of derivative works, such that the subject Infringing Compositions and/or Sound Recordings and the Records, Videos and/or Motion Pictures are owned by plaintiffs, and constitutes direct, vicarious, and contributory copyright infringement, such that defendants are jointly and severally liable therefore for such acts, which are continuing violations of the Copyright Act, insofar as, upon information and belief, the Infringing Compositions are still in print, and sales still are occurring.

59. The foregoing conduct of defendants also is below the standard of care required of reasonable and prudent entities in the subject activities.

60. Defendants have received notice of plaintiffs’ ownership of the Bridgeport/Southfield Compositions and Westbound/Nine’s Sound Recordings sampled in the Infringing Compositions and/or Sound Recordings included in Records, Videos and/or Motion Pictures. Many of the defendants have failed and refused to take corrective and proper action to remedy their infringement and negligence by refusing to enter into appropriate contractual

agreements or otherwise remedy their wrongdoing.

61. As demonstrated above, defendants' conduct, including infringement, has been and continues to be willful and knowing and grossly negligent. Defendants acted with utter disregard for the businesses and financial safety of others and with severely reckless disregard for the rights of others, acted with a conscious neglect of duty, callous indifference, and such an entire want of care as would raise a presumption of a conscious indifference to consequences. In the alternative, defendants' conduct, even if not willful and knowing, constitutes infringement of plaintiffs' copyrights.

62. As a direct and proximate result of defendants' conduct, the applicable ownership plaintiffs have suffered actual damages including lost profits, lost opportunities, loss of goodwill, lost publicity, attorney's fees and interest, and, in the alternative, are entitled to statutory damages as allowed by law.

63. In each respective Count in this Complaint, plaintiffs identify separately each Record that infringes upon one of plaintiffs' musical compositions and/or sound recordings. Upon information and belief, the infringement alleged in each Count still is continuing insofar as (1) each Record identified in each Count in this Complaint still is in print and/or sales still are occurring, and (2) each motion picture, video, and/or commercial continue being performed and/or sold to the public. In addition, many of these Infringing Compositions and/or Sound Recordings have been re-released on different Records and in different mixes (e.g. dance mixes, mega mix, album mix, etc.). Although each such mix and/or re-release is not identified below, each time one of these Infringing Compositions and or Sound Recordings has been reprinted, re-released and/or re-mixed, defendants and each of them are liable for separate acts of infringement, which were and are willful, and entitle plaintiffs to statutory damages of \$150,000

per infringement to the extent that profits from each infringement are less than \$150,000. In the event that defendants' profits are more than \$150,000 per infringement, plaintiffs are entitled to those profits.

COUNT 1

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND SOUND RECORDING "100 Miles and Running" (Against Defendants Dimension Films, No Limit Films, and Miramax Film Corp. "Count 1 Defendants")

64. Plaintiffs reallege each and every allegation in paragraphs 1 through 63 hereof as if fully set forth herein.

65. Rap artist NWA performed the Infringing Composition and Sound Recording "100 Miles and Running" in "I Got the Hook-Up" video and motion picture. "100 Miles and Running" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Get Off Your Ass and Jam," and was included in the Video and Motion Picture entitled "I Got the Hook-Up" without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the value of "I Got the Hook-Up" which was produced by Dimension Films, No Limit Films, and Miramax Film Corp..

66. Video and Motion Picture Producers Dimension Films, No Limit Films, and Miramax Film Corp. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the video and motion picture producers described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and Records.

67. Defendant Video and Motion Picture Producers Dimension Films, No Limit Films, and Miramax Film Corp. engaged in improper conduct concerning "100 Miles and Running" in the same manner as did the video and motion picture producers described in paragraphs 41, 42, 45, 46, and 49 hereof.

68. Count 1 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Get Off Your Ass and Jam" in the same manner as did Defendants described in paragraphs 55 and 57 hereof.

69. The applicable Plaintiffs have given Count 1 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording "Get Off Your Ass and Jam," and the infringement has not been remedied.

70. The foregoing conduct of Count 1 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 1 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 2

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "187 Ride By" (Against Defendants Comin' Out Of The Cage Music, PAR Records, a division of PAR Entertainment Group, Inc., Dangerous Records, Inc., Slamsville Records, and PAR Entertainment Group, Inc. "Count 2 Defendants")

71. Plaintiffs reallege each and every allegation in paragraphs 1 through 70 hereof as if fully set forth herein.

72. Rap artist Tweedy Bird LOC performed the Infringing Composition and Sound Recording "187 Ride By" on the "187 Ride By" Records. "187 Ride By" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Mothership Connection (Star Child)" and "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "187 Ride By."

73. Sample Solutions was the clearance company involved.

74. Defendant Publisher Comin' Out Of The Cage Music ("Count 2 Publisher"), Defendant Administrator Comin' Out Of The Cage Music ("Count 2 Administrator"), Defendant Labels PAR Records, a division of PAR Entertainment Group, Inc., Dangerous Records, Inc., and Slamsville Records and Defendant Entertainment Companies PAR Entertainment Group, Inc., Dangerous Records, Inc., and Slamsville Records and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

75. Count 2 Publisher engaged in improper conduct concerning "187 Ride By" in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

76. Count 2 Administrator engaged in improper conduct concerning "187 Ride By" in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

77. Defendant Labels PAR Records, a division of PAR Entertainment Group, Inc., Dangerous Records, Inc., and Slamsville Records engaged in improper conduct concerning "187 Ride By" in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

78. Defendant Entertainment Companies PAR Entertainment Group, Inc., Dangerous Records, Inc., and Slamsville Records engaged in improper conduct concerning "187 Ride By" in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

79. Count 2 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Mothership Connection (Star Child)" and "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

80. The applicable Plaintiffs have given Count 2 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Mothership Connection (Star Child)” and “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” and the infringement has not been remedied.

81. The infringing conduct of the Count 2 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

82. The foregoing conduct of Count 2 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 2 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 3
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “2 Da Beat Ch Yall” (Against Defendants EMI April Music, Inc., My
World Publishing, EMI Music Publishing, Inc., and Sony Music Entertainment, Inc. “Count 3
Defendants”)

83. Plaintiffs reallege each and every allegation in paragraphs 1 through 82 hereof as if fully set forth herein.

84. Rap artist Kris Kross performed the Infringing Composition and Sound Recording “2 Da Beat Ch Yall” on the “Da Bomb” Records. “2 Da Beat Ch Yall” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions and the Westbound and/or Nine-owned sound recordings “The Freeze (Sizzaleanmean)” and “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “2 Da Beat Ch Yall.”

85. Songwriter Services, Inc. was the clearance company involved.

86. Defendant Publishers EMI April Music, Inc. and My World Publishing (“Count 3 Publishers”), Defendant Administrators EMI April Music, Inc., EMI Music Publishing, Inc., and My World Publishing (“Count 3 Administrators”), Defendant Label Sony Music Entertainment, Inc., and Defendant Entertainment Company Sony Music Entertainment, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and/or Records.

87. Count 3 Publishers engaged in improper conduct concerning “2 Da Beat Ch Yall” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

88. Count 3 Administrators engaged in improper conduct concerning “2 Da Beat Ch Yall” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

89. Defendant Label Sony Music Entertainment, Inc. engaged in improper conduct concerning “2 Da Beat Ch Yall” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

90. Defendant Sony Music Entertainment, Inc. has signed a mechanical license for its use of the Bridgeport and/or Southfield-owned musical composition and Westbound and/or Nine-owned sound recording “Funky Worm” and has paid royalties accordingly. However, Defendant Sony Music Entertainment, Inc. continues to infringe upon the Bridgeport and/or Southfield-owned musical composition “The Freeze (Sizzaleanmean).”

91. Defendant Entertainment Company Sony Music Entertainment, Inc. engaged in improper conduct concerning “2 Da Beat Ch Yall” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

92. Count 3 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "The Freeze (Sizzaleanmean)" and "Funky Worm" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56 and 57 hereof.

93. The applicable Plaintiffs have given Count 3 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings "The Freeze (Sizzaleanmean)" and "Funky Worm," and the infringement has not been remedied.

94. The infringing conduct of the Count 3 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

95. The foregoing conduct of Count 3 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 3 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 4
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "2 N The Morning" (Against Defendants Gangsta Boogie Music,
Ruffnix B Here Music, Lawhouse Music, WB Music Corp., Warner-Chappell Music, Inc., Terri
Bingham, and Songwriter Services, Inc. "Count 4 Defendants")

96. Plaintiffs reallege each and every allegation in paragraphs 1 through 95 hereof as if fully set forth herein.

97. Rap artist O' Shea Jackson a/k/a Ice Cube performed the Infringing Composition "2 N The Morning" on the "You Know How We Do It" Records. "2 N The Morning" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep" and "Atomic Dog," which were

included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “2 N The Morning.”

98. Songwriter Services, Inc. was the clearance company involved.

99. Defendant Publishers Gangsta Boogie Music, Ruffnix B Here Music, and Lawhouse Music (“Count 4 Publishers”) and Defendant Administrators WB Music Corp., Warner-Chappell Music, Inc., Terri Bingham, and Songwriter Services, Inc. (“Count 4 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

100. Count 4 Publishers engaged in improper conduct concerning “2 N The Morning” in the same manner as did the publishers described in paragraphs 39, 41, 45, 46, and 47 hereof.

101. Count 4 Administrators engaged in improper conduct concerning “2 N The Morning” in the same manner as did the administrators described in paragraphs 39, 41, 45, 46, and 47 hereof.

102. Count 4 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” and “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

103. The applicable Plaintiffs have given Count 4 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” and “Atomic Dog,” and the infringement has not been remedied.

104. The infringing conduct of the Count 4 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the

Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

105. The foregoing conduct of Count 4 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 4 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 5

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "2-2 The Chest a/k/a 2-2 Da Chest" (Against Defendants Road Runner Records, Power Records, Inc, Leroy McMath d/b/a Power Artist Music Co., What's Not Publishing, Tamu Publishing, Too Swift Music, Big L Music Publisher, Eric Breed d/b/a One Puff Music, To Bee Cleared Music, Ichiban Records, Inc. "Count 5 Defendants")

106. Plaintiffs reallege each and every allegation in paragraphs 1 through 105 hereof as if fully set forth herein.

107. Rap artist Da Funk Clan (DFC) Two To performed the Infringing Composition and Sound Recording "2-2 The Chest a/k/a 2-2 Da Chest" on the "Things In Tha Hood" and "2 For the Show" Records. "2-2 The Chest a/k/a 2-2 Da Chest" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "The Big Bang Theory," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "2-2 The Chest a/k/a 2-2 Da Chest."

108. Clearance 13'8" was the clearance company involved.

109. Defendant Publishers Leroy McMath d/b/a Power Artist Music Co., What's Not Publishing, Tamu Publishing, Too Swift Music, Big L Music Publisher, Eric Breed d/b/a One Puff Music, and To Bee Cleared Music ("Count 5 Publishers"), Defendant Administrators Leroy McMath d/b/a Power Artist Music Co., Ichiban Records, Inc., What's Not Publishing, Tamu Publishing, Too Swift Music, Big L Music Publisher, and To Bee Cleared Music ("Count 5 Administrators"),

Defendant Labels Road Runner Records and Power Records, Inc. and Defendant Entertainment Companies Road Runner Records and Power Records, Inc. and the listed and clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and/or Records.

110. Count 5 Publishers engaged in improper conduct concerning “2-2 The Chest a/k/a 2-2 Da Chest” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

111. Count 5 Administrators engaged in improper conduct concerning “2-2 The Chest a/k/a 2-2 Da Chest” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

112. Defendant Labels Road Runner Records and Power Records, Inc. engaged in improper conduct concerning “2-2 The Chest a/k/a 2-2 Da Chest” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

113. Defendant Entertainment Companies Road Runner Records and Power Records, Inc. engaged in improper conduct concerning “2-2 The Chest a/k/a 2-2 Da Chest” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

114. Count 5 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Big Bang Theory” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

115. The applicable Plaintiffs have given Count 5 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Big Bang Theory,” and the infringement has not been remedied.

116. The infringing conduct of the Count 5 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

117. The foregoing conduct of Count 5 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 5 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 6

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "3 Strikes" (Against Defendants Chrysalis Songs, Big P Music LLC, Kenneth D. Franklin d/b/a Fur Kay Music, Silvia Music Services and Boutit, Inc. individually and d/b/a No Limit Records "Count 6 Defendants")

118. Plaintiffs reallege each and every allegation in paragraphs 1 through 117 hereof as if fully set forth herein.

119. Rap artist Tru (featuring C-Murder) performed the Infringing Composition and Sound Recording "3 Strikes" on the "True" Records. "3 Strikes" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Atomic Dog," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "3 Strikes."

120. Songwriter Services, Inc. was the clearance company involved.

121. Defendant Publishers Chrysalis Songs, Big P Music, LLC, and Kenneth D. Franklin d/b/a Fur Kay Music ("Count 6 Publishers"), Defendant Administrators Chrysalis Songs and Silvia Music Services ("Count 6 Administrators"), Defendant Label Boutit, Inc. d/b/a No Limit Records, and Defendant Entertainment Company Boutit, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records

as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recording and Records.

122. Count 6 Publishers engaged in improper conduct concerning “3 Strikes” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

123. Count 6 Administrators engaged in improper conduct concerning “3 Strikes” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

124. Defendant Label Boutit, Inc. d/b/a No Limit Records engaged in improper conduct concerning “3 Strikes” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

125. Defendant Entertainment Company Boutit, Inc. engaged in improper conduct concerning “3 Strikes” in the same manner as did the entertainment companies described in paragraphs 40, 45, 46, 48, 54 hereof.

126. Count 6 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

127. The applicable Plaintiffs have given Count 6 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

128. The infringing conduct of the Count 6 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

129. The foregoing conduct of Count 6 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 6 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 7

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "4 My Click" (Against Defendants Irving Lorenzo d/b/a DJ Irv Music, TVT Music, Inc., and TVT Records, Inc. a/k/a Tee Vee Toons "Count 7 Defendants")

130. Plaintiffs reallege each and every allegation in paragraphs 1 through 129 hereof as if fully set forth herein.

131. Rap artist Cash Money Click, Featuring Mic performed the Infringing Composition and Sound Recording "4 My Click" on the "4 My Click" Records. "4 My Click" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions and/or the Westbound and/or Nine-owned sound recordings "The Most Beautifullest Thing in the World," "You're Getting A Little Too Smart," and "Funky Worm," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "4 My Click."

132. Diamond Time, Ltd. was the clearance company involved.

133. Defendant Publishers Irving Lorenzo d/b/a DJ Irv Music and TVT Music, Inc. ("Count 7 Publishers"), Defendant Administrators Irving Lorenzo d/b/a DJ Irv Music and TVT Music, Inc. ("Count 7 Administrators"), Defendant Label TVT Records, Inc. a/k/a Tee Vee Toons, and Defendant Entertainment Company TVT Records, Inc. a/k/a Tee Vee Toons and the listed clearance company stand in the same relationship to each other and to the Infringing Compositions and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

134. Count 7 Publishers engaged in improper conduct concerning “4 My Click” in the same manner as did the publishers described in paragraphs 38, 41, 45, 46, and 48 hereof.

135. Count 7 Administrators engaged in improper conduct concerning “4 My Click” in the same manner as did the administrators described in paragraphs 38, 41, 45, 46, and 48 hereof.

136. Defendant Label TVT Records, Inc. a/k/a Tee Vee Toons engaged in improper conduct concerning “4 My Click” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

137. Defendant Entertainment Company TVT Records, Inc. a/k/a Tee Vee Toons engaged in improper conduct concerning “4 My Click” in the same manner as did the entertainment companies described in paragraphs 41, 42, 46, 48, and 54 hereof.

138. Count 7 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Most Beautifullest Thing in the World,” “You’re Getting A Little Too Smart,” and “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

139. The applicable Plaintiffs have given Count 7 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings “The Most Beautifullest Thing in the World,” “You’re Getting A Little Too Smart,” and “Funky Worm,” and the infringement has not been remedied.

140. Upon information and belief, the infringing conduct of the Count 7 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

141. The foregoing conduct of Count 7 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 7 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 8

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "4 Tha E" (Against Defendants Songs of All Nations, DJ Yella Muzick, Kidco Music, Koke Is It Muzik, All Nations Music, and Songs of Universal, Inc. "Count 8 Defendants")

142. Plaintiffs reallege each and every allegation in paragraphs 1 through 141 hereof as if fully set forth herein.

143. Rap artist Yella performed the Infringing Composition and Sound Recording "4 Tha E" on the "One Mo Nigga Ta Go" Records. "4 Tha E" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Eazy-Duz-It" (containing "Baby Let Me Take You (In My Arms)," "Get Off Your Ass and Jam," "Bootzilla," and "A Joyful Process"), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "4 Tha E."

144. No clearance company was involved.

145. Defendant Publishers Songs of All Nations, DJ Yella Muzick, Kidco Music, and Koke Is It Muzik ("Count 8 Publishers") and Defendant Administrators All Nations Music, Songs of Universal, Inc., Kidco Music, and Koke Is It Muzik ("Count 8 Administrators") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

146. Count 8 Publishers engaged in improper conduct concerning "4 Tha E" in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

147. Count 8 Administrators engaged in improper conduct concerning “4 Tha E” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

148. Count 8 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Eazy-Duz-It” (containing “Baby Let Me Take You (In My Arms),” “Get Off Your Ass and Jam,” “Bootzilla,” and “A Joyful Process”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

149. The applicable Plaintiffs have given Count 8 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Eazy-Duz-It” (containing “Baby Let Me Take You (In My Arms),” “Get Off Your Ass and Jam,” “Bootzilla,” and “A Joyful Process”), and the infringement has not been remedied.

150. The infringing conduct of the Count 8 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

151. The foregoing conduct of Count 8 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 8 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 9
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “40 Ounces And A Fool” (Against Defendants Guerilla Funk Music,
Gangsta Boogie Music, WB Music Corp., Street Knowledge Productions, Scarface Music, WB Music
Corp., Warner-Chappell Music, Inc., Songwriter Services, Inc., and Scarface Records “Count 9
Defendants”)

152. Plaintiffs reallege each and every allegation in paragraphs 1 through 151 hereof as if fully set forth herein.

153. Rap artist Paris performed the Infringing Composition and Sound Recording “40 Ounces And A Fool” on the “Guerrilla Funk” Records. “40 Ounces And A Fool” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “No Vaseline,” (containing “Atomic Dog”) which was included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “40 Ounces And A Fool.”

154. No clearance company was involved.

155. Defendant Publishers Guerilla Funk Music, Gangsta Boogie Music, WB Music Corp., Street Knowledge Productions, and Scarface Music (“Count 9 Publishers”), Defendant Administrators Guerilla Funk Music, WB Music Corp., Warner-Chappell Music, Inc., Songwriter Services, Inc., and Scarface Music (“Count 9 Administrators”), Defendant Label Scarface Records, and Defendant Entertainment Company Scarface Records stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

156. Count 9 Publishers engaged in improper conduct concerning “40 Ounces And A Fool” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

157. Count 9 Administrators engaged in improper conduct concerning “40 Ounces And A Fool” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

158. Defendant Label Scarface Records engaged in improper conduct concerning “40 Ounces And A Fool” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

159. Defendant Entertainment Company Scarface Records engaged in improper conduct concerning “40 Ounces And A Fool” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

160. Count 9 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “No Vaseline” (containing “Atomic Dog”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

161. The applicable Plaintiffs have given Count 9 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “No Vaseline” (containing “Atomic Dog”) and the infringement has not been remedied.

162. The infringing conduct of the Count 9 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

163. The foregoing conduct of Count 9 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 9 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 10
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “66 Mellow” (Against Defendants Basajamba Music and Souladelic
Songs “Count 10 Defendants”)

164. Plaintiffs reallege each and every allegation in paragraphs 1 through 163 hereof as if fully set forth herein.

165. Rap artist New Version Of Soul performed the Infringing Composition and Sound Recording “66 Mellow” on the “Birth of Souladelic” Records. “66 Mellow” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Chocolate City,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “66 Mellow.”

166. No clearance company was involved.

167. Defendant Publishers Basajamba Music and Souladelic Songs (“Count 10 Publishers”) and Defendant Administrators Basajamba Music and Souladelic Songs (“Count 10 Administrators”) stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

168. Count 10 Publishers engaged in improper conduct concerning “66 Mellow” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

169. Count 10 Administrators engaged in improper conduct concerning “66 Mellow” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

170. Count 10 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Chocolate City” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

171. The applicable Plaintiffs have given Count 10 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Chocolate City,” and the infringement has not been remedied.

172. Upon information and belief, the infringing conduct of the Count 10 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

173. The foregoing conduct of Count 10 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 10 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 11
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "99 Problems" (Against Defendants WB Music Corp., Rhyme
Syndicate Music, Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram
International Publishing, Inc., Carrumba Music, Ammo Dump Music, Warner-Chappell Music, Inc., and
Rhyme Syndicate Records "Count 11 Defendants")

174. Plaintiffs reallege each and every allegation in paragraphs 1 through 173 hereof as if fully set forth herein.

175. Rap artist Ice T performed the Infringing Composition "99 Problems" on the "Home Invasion" Records. "99 Problems" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Get Off Your Ass and Jam," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "99 Problems."

176. No clearance company was involved.

177. Defendant Publishers WB Music Corp., Rhyme Syndicate Music, Universal-Polygram International Publishing, Inc., individually and as successor in interest to ("a/s/t") Polygram International Publishing, Inc., Carrumba Music, and Ammo Dump Music ("Count 11 Publishers"), and Defendant Administrators WB Music Corp., Warner-Chappell Music, Inc., Universal-Polygram

International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc., and Carrumba Music (“Count 11 Administrators”), Defendant Label Rhyme Syndicate Records, and Defendant Entertainment Company Rhyme Syndicate Records stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, and distributors, described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

178. Count 11 Publishers engaged in improper conduct concerning “99 Problems” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, and 46 hereof.

179. Count 11 Administrators engaged in improper conduct concerning “99 Problems” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, and 46 hereof.

180. Defendant Label Rhyme Syndicate Records 11 engaged in improper conduct concerning “99 Problems” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

181. Defendant Entertainment Company Rhyme Syndicate Records engaged in improper conduct concerning “99 Problems” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

182. Count 11 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Get Off Your Ass and Jam” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

183. The applicable Plaintiffs have given Count 11 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Get Off Your Ass and Jam,” and the infringement has not been remedied.

184. The foregoing conduct of Count 11 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 11 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 12

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Aggravated Monkeys" (Against Defendants Still N The Water Publishing, Virgin Records America, Inc., Rap-A-Lot Records, Inc., and EMI Group, plc "Count 12 Defendants")

185. Plaintiffs reallege each and every allegation in paragraphs 1 through 184 hereof as if fully set forth herein.

186. Rap artist Blac Monks performed the Infringing Composition and Sound Recording "Aggravated Monkeys" on the "Secrets of the Hidden Temple" Records. "Aggravated Monkeys" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Good Old Music," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Aggravated Monkeys."

187. No clearance company was involved.

188. Defendant Publisher Still N The Water Publishing ("Count 12 Publishers"), Defendant Administrator Rap-A-Lot Records, Inc. ("Count 12 Administrators"), Defendant Labels Virgin Records America, Inc. and Rap-A-Lot Records, Inc. and Defendant Entertainment Companies EMI Group, plc and Rap-A-Lot Records, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and/or Records.

189. Count 12 Publisher engaged in improper conduct concerning "Aggravated Monkeys" in the same manner as did the publishers described in paragraphs 39, 40, 46, and 48 hereof.

190. Count 12 Administrator engaged in improper conduct concerning “Aggravated Monkeys” in the same manner as did the administrators described in paragraphs 39, 40, 46, and 48 hereof.

191. Defendant Labels Virgin Records America, Inc. and Rap-A-Lot Records, Inc. engaged in improper conduct concerning “Aggravated Monkeys” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

192. Defendant Entertainment Companies EMI Group, plc and Rap-A-Lot Records, Inc. engaged in improper conduct concerning “Aggravated Monkeys” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

193. Count 12 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Good Old Music” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

194. The applicable Plaintiffs have given Count 12 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Good Old Music,” and the infringement has not been remedied.

195. The infringing conduct of the Count 12 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

196. The foregoing conduct of Count 12 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 12 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 13

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Ain't a Damn Thang Changed” (Against Defendants WB Music
Corp., Base Pipe Music, Warner-Chappell Music, Inc. “Count 13 Defendants”)

197. Plaintiffs reallege each and every allegation in paragraphs 1 through 196 hereof as if fully set forth herein.

198. Rap artist William Calhoun, Jr. a/k/a WC & The Maad (“Minority Alliance Anti-Discrimination”) Circle performed the Infringing Composition “Ain't a Damn Thang Changed” on the “Ain't a Damn Thang Changed” Records. “Ain't a Damn Thang Changed” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “Colour Me Funky” and “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Ain't a Damn Thang Changed.”

199. No clearance company was involved.

200. Defendant Publishers WB Music Corp. and Base Pipe Music (“Count 13 Publishers”), and Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc., (“Count 13 Administrators”) stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

201. Count 13 Publishers engaged in improper conduct concerning “Ain't a Damn Thang Changed” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, and 46 hereof.

202. Count 13 Administrators engaged in improper conduct concerning “Ain't a Damn Thang Changed” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, and 46 hereof.

203. Count 13 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Colour Me Funky" and "Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)" in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

204. The applicable Plaintiffs have given Count 13 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions "Colour Me Funky" and "Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)," and the infringement has not been remedied.

205. The foregoing conduct of Count 13 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 13 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 14
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Ain't No Future In Yo Frontin" (Against Defendants Lil Joe
Records, Inc., Thump Records, Inc., Ichiban Records, Inc., Wrap Records, and Moola Records "Count
14 Defendants")

206. Plaintiffs reallege each and every allegation in paragraphs 1 through 205 hereof as if fully set forth herein.

207. Rap artist MC Breed performed the Infringing Composition and Sound Recording "Ain't No Future In Yo Frontin" on the "Ringmaster (Original Soundtrack/OST)," "Old School Rap, Volume 4," "Tribute to Roger Troutman," "Old School Rap, Vol. 1-4 [Box Set]," "The Best of MC Breed," MC Breed & DFC," and "Str8 Up Loco" Records. "Ain't No Future In Yo Frontin" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Funky Worm," which were included without license

or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Ain’t No Future In Yo Frontin.”

208. No clearance company was involved.

209. Defendant Labels Lil Joe Records, Inc., Thump Records, Inc., Ichiban Records, Inc., Wrap Records, and Moola Records and Defendant Entertainment Companies Lil Joe Records, Inc., Thump Records, Inc., Ichiban Records, Inc., and Moola Records stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

210. Defendant Labels Lil Joe Records, Inc., Thump Records, Inc., Ichiban Records, Inc., Wrap Records, and Moola Records engaged in improper conduct concerning “Ain’t No Future In Yo Frontin” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

211. Defendant Entertainment Companies Lil Joe Records, Inc., Thump Records, Inc., Ichiban Records, Inc., Wrap Records, and Moola Records engaged in improper conduct concerning “Ain’t No Future In Yo Frontin” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

212. Count 14 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

213. The applicable Plaintiffs have given Count 14 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

214. The foregoing conduct of Count 14 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 14 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 15

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Ain't That a Bitch" (Against Defendants Street Knowledge Productions, Songwriter Services, Inc., Atlantic Recording Corp. d/b/a Atlantic Records, and Warner Music Group, Inc. "Count 15 Defendants")

215. Plaintiffs reallege each and every allegation in paragraphs 1 through 214 hereof as if fully set forth herein.

216. Rap artist Craig A. Miller a/k/a Kam performed the Infringing Composition and Sound Recording "Ain't That a Bitch" on the "Neva Again" Records. "Ain't That a Bitch" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "The Humpty Dance" (containing "Let's Play House") which was included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Ain't That a Bitch."

217. No clearance company was involved.

218. Defendant Publisher Street Knowledge Productions ("Count 15 Publisher"), Defendant Administrator Songwriter Services, Inc. ("Count 15 Administrator"), Defendant Label Atlantic Recording Corp. d/b/a Atlantic Records, and Defendant Entertainment Company Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

219. Count 15 Publisher engaged in improper conduct concerning “Ain’t That a Bitch” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

220. Count 15 Administrator engaged in improper conduct concerning “Ain’t That a Bitch” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

221. Defendant Label Atlantic Recording Corp. d/b/a Atlantic Records engaged in improper conduct concerning “Ain’t That a Bitch” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

222. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “Ain’t That a Bitch” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

223. Count 15 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyright in “The Humpty Dance” (containing “Let’s Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

224. The applicable Plaintiffs have given Count 15 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance” (containing “Let’s Play House”) and the infringement has not been remedied.

225. The infringing conduct of the Count 15 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

226. The foregoing conduct of Count 15 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 15 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 16

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "All Out" (Against Defendants London Music, U.K., Universal – Songs of Polygram International, Inc., individually and a/s/t Songs of Polygram International, Inc., Soul Clap Music, Universal Music Publishing, Inc., individually and a/s/t Polygram Music Publishing, Inc., Full Frequency Range Recordings, Ltd., Universal Records, Inc., Universal Music Group, Inc., "Count 16 Defendants")

227. Plaintiffs reallege each and every allegation in paragraphs 1 through 226 hereof as if fully set forth herein.

228. Rap artists Rodney LeMay a/k/a Show & Andre Barnes a/k/a AG performed the Infringing Composition and/or Sound Recording "All Out" on the "Goodfellas" Records. "All Out" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Winicumuhround" (containing "Atomic Dog") which was included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "All Out."

229. Songwriter Services, Inc. was the clearance company involved.

230. Defendant Publishers London Music, U.K, Universal – Songs of Polygram International, Inc., individually and a/s/t Songs of Polygram International, Inc., and Soul Clap Music ("Count 16 Publishers"), Defendant Administrators Universal – Songs of Polygram International, Inc., individually and a/s/t Songs of Polygram International, Inc. and Universal Music Publishing, Inc. individually and a/s/t Polygram Music Publishing, Inc. ("Count 16 Administrators"), Defendant Label Full Frequency Range Recordings, Ltd. and Universal Records, Inc. and Defendant Entertainment Companies Full Frequency Range Recordings, Ltd. and Universal Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers,

distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

231. Count 16 Publishers engaged in improper conduct concerning “All Out” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

232. Count 16 Administrators engaged in improper conduct concerning “All Out” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

233. Defendant Labels Full Frequency Range Recordings, Ltd. and Universal Music Group, Inc. engaged in improper conduct concerning “All Out” in the same manner as did the labels described in paragraphs 41, 42, 45, and 46 hereof.

234. Defendant Entertainment Companies Full Frequency Range Recordings, Ltd. and Universal Music Group, Inc. engaged in improper conduct concerning “All Out” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

235. Count 16 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyright in “Winicumuhround” (containing “Atomic Dog”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

236. The applicable Plaintiffs have given Count 16 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Winicumuhround” (containing “Atomic Dog”) and the infringement has not been remedied.

237. The foregoing conduct of Count 16 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 16 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 17

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “All That (Juzt A Little Action)” (Against Defendants L.A.P.D. Music, Vent Noir Music Publishing, EMI Full Keel Music, Windswept Pacific Entertainment Co. d/b/a Windswept Music, and EMI Music Publishing, Inc. “Count 17 Defendants”)

238. Plaintiffs reallege each and every allegation in paragraphs 1 through 237 hereof as if fully set forth herein.

239. Rap artist HWA performed the Infringing Composition and Sound Recording “All That (Juzt A Little Action)” on the “Az Much Azz U Want” Records. “All That (Juzt A Little Action)” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “All That (Juzt A Little Action).”

240. Songwriter Services, Inc. was the clearance company involved.

241. Defendant Publishers L.A.P.D. Music, Vent Noir Music Publishing, and EMI Full Keel Music (“Count 17 Publishers”) and Defendant Administrators L.A.P.D. Music, Windswept Pacific Entertainment Co. d/b/a Windswept Music, and EMI Music Publishing, Inc. (“Count 17 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

242. Count 17 Publishers engaged in improper conduct concerning “All That (Juzt A Little Action)” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

243. Count 17 Administrators engaged in improper conduct concerning “All That (Juzt A Little Action)” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

244. Count 17 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

245. The applicable Plaintiffs have given Count 17 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

246. The infringing conduct of the Count 17 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recordings and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

247. The foregoing conduct of Count 17 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 17 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 18

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Armed and Dangerous” (Against Defendants Real N Ruff Muzik, WB Music Corp., Gangsta Boogie Music, and Warner-Chappell Music, Inc. “Count 18 Defendants”)

248. Plaintiffs reallege each and every allegation in paragraphs 1 through 247 hereof as if fully set forth herein.

249. Rap artist Dedrick Rollinson a/k/a Mack 10 performed the Infringing Composition “Armed and Dangerous” on the “Mack 10” Records. “Armed and Dangerous” contains sampled

and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Flashlight,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Armed and Dangerous.”

250. Songwriter Services, Inc. was the clearance company involved.

251. Defendant Publishers Real N Ruff Muzik, WB Music Corp., and Gangsta Boogie Music (“Count 18 Publishers”) and Defendant Administrators Real N Ruff Muzik, WB Music Corp., and Warner-Chappell Music, Inc. (“Count 18 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Records.

252. Count 18 Publishers engaged in improper conduct concerning “Armed and Dangerous” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

253. Count 18 Administrators engaged in improper conduct concerning “Armed and Dangerous” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

254. Count 18 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Flashlight” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

255. The applicable Plaintiffs have given Count 18 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Flashlight,” and the infringement has not been remedied.

256. The foregoing conduct of Count 18 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 18 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 19

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Arrogance" (Against Defendants Controversy Music, Warner-Chappell Music, Inc., Warner Bros. Records, Inc., Paisley Park Enterprises, Inc. individually and d/b/a Paisley Park Records, Warner Bros. Records, Inc., and Warner Music Group, Inc. "Count 19 Defendants")

257. Plaintiffs reallege each and every allegation in paragraphs 1 through 256 hereof as if fully set forth herein.

258. Rap artist Prince Rogers Nelson a/k/a Prince & The New Power Generation performed the Infringing Composition and Sound Recording "Arrogance" on the "Love Symbol Album" Records. "Arrogance" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Niggaz 4 Life" (containing "Flashlight" and "Sir Nose D'Voidoffunk") which were included on "Arrogance" without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Arrogance."

259. Sample Doctor was the clearance company involved.

260. Defendant Publisher Controversy Music ("Count 19 Publisher"), Defendant Administrator Warner-Chappell Music, Inc. ("Count 19 Administrator"), Defendant Labels Paisley Park Enterprises, Inc. d/b/a Paisley Park Records and Warner Bros. Records, Inc., and Defendant Entertainment Companies Paisley Park Enterprises, Inc. and Warner Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

261. Count 19 Publisher engaged in improper conduct concerning "Arrogance" in the same manner as did the publishers described in paragraphs 39, 41, 45, 46, 47, and 48 hereof.

262. Count 19 Administrator engaged in improper conduct concerning “Arrogance” in the same manner as did the administrators described in paragraphs 39, 41, 45, 46, 47, and 48 hereof.

263. Defendant Labels Paisley Park Enterprises, Inc. d/b/a Paisley Park Records and Warner Bros. Records, Inc. engaged in improper conduct concerning “Arrogance” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

264. Defendant Entertainment Companies Paisley Park Enterprises, Inc. d/b/a Paisley Park Records and Warner Music Group, Inc. engaged in improper conduct concerning “Arrogance” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

265. Count 19 Defendants improperly received and paid fees and royalties generated by the use of “Niggaz 4 Life” (containing “Flashlight” and “Sir Nose D'Voidoffunk”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

266. The applicable Plaintiffs have given Count 19 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the Infringing Compositions “Niggaz 4 Life” (containing “Flashlight” and “Sir Nose D'Voidoffunk”) and the infringement has not been remedied.

267. The infringing conduct of the Count 19 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

268. The foregoing conduct of Count 19 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 19 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 20

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “At Large” (Against Defendants EMI Unart Catalog Music, Inc., EMI April Music, Inc., Marley Marl Music, Inc., individually and a/s/t Marlon Williams d/b/a Marley Marl Music, EMI Music Publishing, Inc., Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t A & M Records, Inc., and Universal Music Group, Inc. (“Count 20 Defendants”))

269. Plaintiffs reallege each and every allegation in paragraphs 1 through 268 hereof as if fully set forth herein.

270. Rap artist Intelligent Hoodlums performed the Infringing Composition and Sound Recording “At Large” on the “Tragedy: Saga of A Hoodlum” Records. “At Large” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Get Off Your Ass and Jam,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “At Large.”

271. Diamond Time, Ltd. was the clearance company involved.

272. Defendant Publishers EMI Unart Catalog Music, Inc., EMI April Music, Inc. and Marley Marl Music, Inc., individually and a/s/t Marlon Williams d/b/a Marley Marl Music (“Count 20 Publishers”), Defendant Administrators EMI Unart Catalog, Inc., EMI April Music, Inc., EMI Music Publishing, Inc., and Marley Marl Music, Inc., individually and a/s/t Marlon Williams d/b/a Marley Marl Music (“Count 20 Administrators”), Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t A & M Records, Inc., and Defendant Entertainment Company Universal Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

273. Count 20 Publishers engaged in improper conduct concerning “At Large” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

274. Count 20 Administrators engaged in improper conduct concerning “At Large” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

275. Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t A & M Records, Inc. engaged in improper conduct concerning “At Large” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

276. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “At Large” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

277. Count 20 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Get Off Your Ass and Jam” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

278. The applicable Plaintiffs have given Count 20 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Get Off Your Ass and Jam,” and the infringement has not been remedied.

279. The infringing conduct of the Count 20 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

280. The foregoing conduct of Count 20 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 20 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 21

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Atomic Dog" (Against Defendant Funkworks Entertainment "Count 21 Defendants")

281. Plaintiffs reallege each and every allegation in paragraphs 1 through 280 hereof as if fully set forth herein.

282. Rap artist George Clinton and the P-Funk All Stars performed the Infringing Sound Recording "Atomic Dog" on the "Funk Em Again . . . For the First Time, Live In LA" Records. "Atomic Dog" is a Bridgeport and/or Southfield-owned musical composition which was performed and released without license or agreement from the applicable Plaintiffs.

283. No clearance company was involved.

284. Defendant Label Funkworks Entertainment and Defendant Entertainment Company Funkworks Entertainment stand in the same relationship to each other and to the Infringing Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recordings and/or Records.

285. Defendant Label Funkworks Entertainment engaged in improper conduct concerning "Atomic Dog" in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

286. Defendant Entertainment Company Funkworks Entertainment engaged in improper conduct concerning "Atomic Dog" in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

287. Count 21 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Atomic Dog" in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

288. The applicable Plaintiffs have given Count 21 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

289. The foregoing conduct of Count 21 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 21 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 22
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Attitudes” (Against Defendants Rumpletlskinz Publishing, Inc.
“Count 22 Defendants”)

290. Plaintiffs reallege each and every allegation in paragraphs one 289 hereof as if fully set forth herein.

291. Rap artist Rumpletlskinz performed the Infringing Composition “Attitudes” on the “What Is A Rumpletlskinz?” and “Attitudes” (single) Records. “Attitudes” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Attitudes.”

292. Diamond Time, Ltd. was the clearance company involved.

293. Defendant Publisher Rumpletlskinz Publishing, Inc. (“Count 22 Publisher”) and Defendant Administrator Rumpletlskinz Publishing, Inc. (“Count 22 Administrator”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies,

manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

294. Count 22 Publisher engaged in improper conduct concerning “Attitudes” in the same manner as did the publishers described in paragraphs 38, 41, 45, and 46 hereof.

295. Count 22 Administrator engaged in improper conduct concerning “Attitudes” in the same manner as did the administrators described in paragraphs 38, 41, 45, and 46 hereof.

296. Count 22 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

297. The applicable Plaintiffs have given Count 22 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

298. The infringing conduct of the Count 22 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

299. The foregoing conduct of Count 22 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 22 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 23

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Back Seat (a/k/a Back Seat of My Jeep)” (Against Defendants Deep Technology Music, Windswept Pacific Entertainment Co., individually and d/b/a Windswept Music, Def Jam Music, Inc., LL Cool J Music, Universal Music Publishing, Inc., Sony/ATV Tunes, LLC, Def

Jam Records, Inc., Sony Music Entertainment, Inc., Rebound Records, and Universal Music Group, Inc.
“Count 23 Defendants”)

300. Plaintiffs reallege each and every allegation in paragraphs 1 through 299 hereof as if fully set forth herein.

301. Rap artist LL Cool J performed the Infringing Composition “Back Seat (a/k/a Back Seat of My Jeep)” on the “14 Shots to the Dome,” “All World: Greatest Hits,” “Def Jam Music Group, Ten Year Anniversary,” and “Old 2 New, New 2 Old” Records. “Back Seat (a/k/a Back Seat of My Jeep)” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “You’re Getting A Little Too Smart,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Back Seat (a/k/a Back Seat of My Jeep).”

302. No clearance company was involved.

303. Defendant Publishers Deep Technology Music, Windswept Pacific Entertainment Co., individually and d/b/a Windswept Music, Def Jam Music, Inc., Sony/ATV Tunes, LLC, and LL Cool J Music (“Count 23 Publishers”), Defendant Administrators Windswept Pacific Entertainment Co., individually and d/b/a Windswept Music, Deep Technology Music, Universal Music Publishing, Inc., and Sony/ATV Tunes, LLC (“Count 23 Administrator”), Defendant Labels Def Jam Records, Inc., Sony Music Entertainment, Inc., and Rebound Records and Defendant Entertainment Companies Universal Music Group, Inc. and Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

304. Count 23 Publisher engaged in improper conduct concerning “Back Seat (a/k/a Back Seat of My Jeep)” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

305. Count 23 Administrator engaged in improper conduct concerning “Back Seat (a/k/a Back Seat of My Jeep)” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

306. Defendant Labels Def Jam Records, Inc., Sony Music Entertainment, Inc., and Rebound Records engaged in improper conduct concerning “Back Seat (a/k/a Back Seat of My Jeep)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

307. Defendant Entertainment Companies Universal Music Group, Inc. and Sony Music Entertainment, Inc. and engaged in improper conduct concerning “Back Seat (a/k/a Back Seat of My Jeep)” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

308. Count 23 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “You’re Getting A Little Too Smart” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

309. The applicable Plaintiffs have given Count 23 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “You’re Getting A Little Too Smart,” and the infringement has not been remedied.

310. The infringing conduct of the Count 23 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

311. The foregoing conduct of Count 23 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 23 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 24

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Back to the Scene of the Bass" (Against Defendants Robert Harding Publishing Designee, Aaron A. Allen Publishing Designee, Kenneth E. Houston Publishing Designee, Sean Sylvester Peacock Publishing Designee, Shocklee Music, and WYZE One Publishing "Count 24 Defendants")

312. Plaintiffs reallege each and every allegation in paragraphs 1 through 311 hereof as if fully set forth herein.

313. Rap artist Terminator X performed the Infringing Composition and Sound Recording "Back to the Scene of the Bass" on the "Terminator X & The Valley of the Jeep Beats" Records. "Back to the Scene of the Bass" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Funky Worm," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Back to the Scene of the Bass."

314. No clearance company was involved.

315. Defendant Publishers Robert Harding Publishing Designee, Aaron A. Allen Publishing Designee, Kenneth E. Houston Publishing Designee, Sean Sylvester Peacock Publishing Designee, Shocklee Music, and WYZE One Publishing ("Count 24 Publishers") and Defendant Administrators Robert Harding Publishing Designee, Aaron A. Allen Publishing Designee, Kenneth E. Houston Publishing Designee, Sean Sylvester Peacock Publishing Designee, Shocklee Music, and WYZE One Publishing ("Count 24 Administrator") stand in the same relationship to each other and to the

Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

316. Count 24 Publisher engaged in improper conduct concerning “Back to the Scene of the Bass” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

317. Count 24 Administrator engaged in improper conduct concerning “Back to the Scene of the Bass” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

318. Count 24 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

319. The applicable Plaintiffs have given Count 24 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

320. The infringing conduct of the Count 24 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

321. The foregoing conduct of Count 24 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 24 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 25

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Behind Closed Doors” (Against Defendants Songwriter Services, Inc., WB Music Corp., Base Pipe Music, Bizzy Boy Funk Music, and Warner-Chappell Music, Inc. “Count 25 Defendants”)

322. Plaintiffs reallege each and every allegation in paragraphs 1 through 321 hereof as if fully set forth herein.

323. Rap artist William Calhoun, Jr., a/k/a WC & The Maad Circle performed the Infringing Composition “Behind Closed Doors” on the “Ain't A Damn Thang Changed” Records. “Behind Closed Doors” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “The Humpty Dance” (containing “Let’s Play House”) “Agony of Defeat,” and “Gangsta Gangsta” (containing “Funky Worm”) all of which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Behind Closed Doors.”

324. Songwriter Services, Inc. was the clearance company involved.

325. Defendant Publishers Songwriter Services, Inc., WB Music Corp., Base Pipe Music, and Bizzy Boy Funk Music (“Count 25 Publishers”) and Defendant Administrators Songwriter Services, Inc., WB Music Corp., Warner-Chappell Music, Inc., and Bizzy Boy Funk Music (“Count 25 Administrators”), and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

326. Count 25 Publishers engaged in improper conduct concerning “Behind Closed Doors” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

327. Count 25 Administrators engaged in improper conduct concerning “Behind Closed Doors” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

328. Count 25 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let’s Play House”), “Agony of Defeat,” and “Gangsta Gangsta” (containing “Funky Worm”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

329. The applicable Plaintiffs have given Count 25 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “The Humpty Dance” (containing “Let’s Play House”), “Agony of Defeat,” and “Gangsta Gangsta” (containing “Funky Worm”) and the infringement has not been remedied.

330. The foregoing conduct of Count 25 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 25 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 26
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Being Single” (Against Defendants Sharel Publishing, Lanoma
Publishing, EMI April Music, Inc., EMI Music Publishing, Inc., Wave Music, a division of Wave
Entertainment Group, Inc., and Wave Entertainment Group, Inc. “Count 26 Defendants”)

331. Plaintiffs reallege each and every allegation in paragraphs 1 through 330 hereof as if fully set forth herein.

332. Rap artist Valerie Denise George performed the Infringing Composition and Sound Recording “Being Single” on the “Body & Soul, Vol. 1” Records. “Being Single” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “I Don’t

Know What It Is, But It Shure Is Funky” a/k/a “I Don’t Know What It Is, But It Sho Is Funky” a/k/a “I Don’t Know What It Is, But It Sure Is Funky,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Being Single.”

333. Sample Clearance, Ltd. was the clearance company involved.

334. Defendant Publishers Sharel Publishing, Lanoma Publishing, and EMI April Music, Inc. (“Count 26 Publishers”), Defendant Administrators Sharel Publishing, EMI April Music, Inc., and EMI Music Publishing, Inc. (“Count 26 Administrators”), Defendant Label Wave Music, a division of Wave Entertainment Group, Inc., and Defendant Entertainment Company Wave Entertainment Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

335. Count 26 Publishers engaged in improper conduct concerning “Being Single” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

336. Count 26 Administrators engaged in improper conduct concerning “Being Single” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

337. Defendant Label Wave Music, a division of Wave Entertainment Group, Inc. engaged in improper conduct concerning “Being Single” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

338. Defendant Entertainment Company Wave Entertainment Group, Inc. engaged in improper conduct concerning “Being Single” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

339. Count 26 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "I Don't Know What It Is, But It Shure Is Funky" a/k/a "I Don't Know What It Is, But It Sho Is Funky" a/k/a "I Don't Know What It Is, But It Sure Is Funky" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

340. The applicable Plaintiffs have given Count 26 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition "I Don't Know What It Is, But It Shure Is Funky" a/k/a "I Don't Know What It Is, But It Sho Is Funky" a/k/a "I Don't Know What It Is, But It Sure Is Funky," and the infringement has not been remedied.

341. The infringing conduct of the Count 26 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

342. The foregoing conduct of Count 26 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 26 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 27

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Best, The" (Against Defendants Warner Brothers, Warner Brothers Home Video, Chief Joseph Music, Aaron Hall Publishing Designee, Dakota House, Juan Cordova Publishing Designee, Damien Hall Publishing Designee, Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Universal Music Group, Inc. "Count 27 Defendants")

343. Plaintiffs reallege each and every allegation in paragraphs 1 through 342 hereof as if fully set forth herein.

344. Rap artist Guy performed the Infringing Composition and Sound Recording “Best, The” on the “Wild Wild West (Original Soundtrack /OST)” Records. Further, “Best, The” was included in a Video and Motion Picture entitled “Wild Wild West” produced by Warner Brothers and Warner Brothers Home Video. “Best, The” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Best, The.”

345. No clearance company was involved.

346. Defendant Publishers Chief Joseph Music, Aaron Hall Publishing Designee, Dakota House, Juan Cordova Publishing Designee, and Damien Hall Publishing Designee (“Count 27 Publishers”), Defendant Publishers Chief Joseph Music, Aaron Hall Publishing Designee, Dakota House, Juan Cordova Publishing Designee, and Damien Hall Publishing Designee (“Count 27 Administrator”), Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., Defendant Entertainment Company Universal Music Group, Inc. and Defendant Video and/or Motion Picture Producers Warner Brothers, Warner Bros. Home Video stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

347. Count 27 Publishers engaged in improper conduct concerning “Best, The” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 47 hereof.

348. Count 27 Administrators engaged in improper conduct concerning “Best, The” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

349. Defendant Label Interscope – Geffen – A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. engaged in improper conduct concerning “Best, The” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

350. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “Best, The” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

351. Defendants Video and/or Motion Picture Producers Warner Brothers and Warner Bros. Home Video engaged in improper conduct concerning “Wild Wild West” in the same manner as did the video and motion picture producers described in paragraphs 40, 42, 45, 46, 48, and 49 hereof.

352. Count 27 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 55, 56, and 57 hereof.

353. The applicable Plaintiffs have given Count 27 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

354. The infringing conduct of the Count 27 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

355. The foregoing conduct of Count 27 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 27 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 28

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Big Poppa” (Against Defendants Big Poppa Music, Justin Combs Publishing, EMI April Music, Inc., Bad Boy Entertainment, Inc, Out Of Trunk Kuts, Simitar Entertainment, Inc., Arista Records, Inc., a unit of BMG Entertainment North America, Inc., Platinum Disc, Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music, and BMG Entertainment, Inc. “Count 28 Defendants”)

356. Plaintiffs reallege each and every allegation in paragraphs 1 through 355 hereof as if fully set forth herein.

357. Rap artist Notorious B.I.G. performed the Infringing Composition and Sound Recording “Big Poppa” on the “Ready To Die,” “Ready To Die (Single),” “OG Style,” “Ultimate House Party 2000, Vol. 1,” “MTV Party To Go, Vol. 8,” “#1 Hip Hop Hits” Records. “Big Poppa” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Big Poppa.”

358. No clearance company was used.

359. Defendant Publishers Big Poppa Music and Justin Combs Publishing (“Count 28 Publishers”), Defendant Administrators Big Poppa Music and EMI April Music, Inc. (“Count 28 Administrators”), Defendant Labels Bad Boy Entertainment, Inc, Out Of Trunk Kuts, Simitar Entertainment, Inc., Arista Records, Inc., a unit of BMG Entertainment North America, Inc., Platinum Disc, and Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music and Defendant Entertainment Companies Bad Boy Entertainment, Inc, Out Of Trunk Kuts, Simitar Entertainment, Inc., BMG Entertainment, Inc., Platinum Disc, and Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

360. Count 28 Publishers engaged in improper conduct concerning “Big Poppa” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

361. Count 28 Administrators engaged in improper conduct concerning “Big Poppa” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

362. Defendant Labels Bad Boy Entertainment, Inc, Out Of Trunk Kuts, Simitar Entertainment, Inc., Arista Records, Inc., a unit of BMG Entertainment North America, Platinum Disc, and Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Big Poppa” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

363. Defendant Entertainment Companies Bad Boy Entertainment, Inc, Out Of Trunk Kuts, Simitar Entertainment, Inc., BMG Entertainment, Inc., Platinum Disc, and Tommy Boy Music, Inc., individually and a/s/t Tommy Boy Music engaged in improper conduct concerning “Big Poppa” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

364. Count 28 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

365. The applicable Plaintiffs have given Count 28 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

366. The infringing conduct of the Count 28 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

367. The foregoing conduct of Count 28 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 28 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 29

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Bitch Made Niggas" (Against Defendants Hoodsta's N Crime and WB Music Corp. "Count 29 Defendants")

368. Plaintiffs reallege each and every allegation in paragraphs 1 through 367 hereof as if fully set forth herein.

369. Rap artist The Comrads performed the Infringing Composition and Sound Recording "Bitch Made Niggas" on the "Comrads" Records. "Bitch Made Niggas" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "Dr. Funkenstein," "Niggaz 4 Life" (containing "Flashlight" and "Sir Nose D'Voidoffunk"), and "Sir Nose D'Voidoffunk," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Bitch Made Niggas."

370. Songwriter Services, Inc. was the clearance company involved.

371. Defendant Publishers Hoodsta's N Crime and WB Music Corp. ("Count 29 Publishers"), Defendant Administrators Hoodsta's N Crime and WB Music Corp. ("Count 29 Administrators") and the listed clearance company stand in the same relationship to each other and to the infringing song "Bitch Made Niggas" as the publishers, administrators, labels, and entertainment companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

372. Count 29 Publishers engaged in improper conduct concerning "Bitch Made Niggas" in the same manner as did the publishers described in paragraphs 38, 41, 45, and 46 hereof.

373. Count 29 Administrators engaged in improper conduct concerning “Bitch Made Niggas” in the same manner as did the administrators described in paragraphs 38, 41, 45, and 46 hereof.

374. Count 29 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Dr. Funkenstein,” “Niggaz 4 Life” (containing “Flashlight” and “Sir Nose D’Voidoffunk”), and “Sir Nose D’Voidoffunk” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

375. The applicable Plaintiffs have given Count 29 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Dr. Funkenstein,” “Niggaz 4 Life” (containing “Flashlight” and “Sir Nose D’Voidoffunk”), and “Sir Nose D’Voidoffunk,” and the infringement has not been remedied.

376. The foregoing conduct of Count 29 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 29 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 30

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Bitches 2” (Against Defendants Rhyme Syndicate Music, WB Music Corp., Warner-Chappell Music, Inc., Warner-Bros. Records, Inc., London-Sire Records, Inc., individually and a/s/t Sire Records Group, Inc., Warner Music Group, Inc., and Universal Music Group, Inc. “Count 30 Defendants”)

377. Plaintiffs reallege each and every allegation in paragraphs 1 through 376 hereof as if fully set forth herein.

378. Rap artist Tracy Marrow a/k/a Ice T performed the Infringing Composition and Sound Recording “Bitches 2” on the “O.G. Original Gangsta” Records. “Bitches 2” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions and the

Westbound and/or Nine-owned sound recordings “Dr. Funkenstein” and “Pride and Vanity,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bitches 2.”

379. No clearance company was involved.

380. Defendant Publishers Rhyme Syndicate Music and WB Music Corp. (“Count 30 Publishers”), Defendant Administrators WB Music Corp., and Warner-Chappell Music, Inc. (“Count 30 Administrators”), Defendant Labels Warner Bros. Records, Inc. and London-Sire Records, Inc., individually and a/s/t Sire Records Group, Inc. and Defendant Entertainment Companies Warner Music Group, Inc. and Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

381. Count 30 Publishers engaged in improper conduct concerning “Bitches 2” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

382. Count 30 Administrators engaged in improper conduct concerning “Bitches 2” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

383. Defendant Labels Warner Bros. Records, Inc. and London/Sire Records, Inc., individually and a/s/t Sire Records Group, Inc. engaged in improper conduct concerning “Bitches 2” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

384. Defendant Entertainment Companies Warner Music Group, Inc. and Universal Music Group, Inc. engaged in improper conduct concerning “Bitches 2” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

385. Count 30 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Dr. Funkenstein" and "Pride and Vanity" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

386. The applicable Plaintiffs have given Count 30 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings "Dr. Funkenstein" and "Pride and Vanity," and the infringement has not been remedied.

387. The foregoing conduct of Count 30 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 30 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 31
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Blast First" (Against Defendants Guerilla Funk Music, Whirling
Records, and Unleashed Records "Count 31 Defendants")

388. Plaintiffs reallege each and every allegation in paragraphs 1 through 387 hereof as if fully set forth herein.

389. Rap artist Oscar Jackson, Jr. a/k/a Paris performed the Infringing Composition and Sound Recording "Blast First" on the "Unleashed" Records. "Blast First" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "The Big Bang Theory," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Blast First."

390. No clearance company was involved.

391. Defendant Publisher Guerilla Funk Music ("Count 31 Publisher"), Defendant Administrator Guerilla Funk Music ("Count 31 Administrator"), Defendant Labels Whirling Records

and Unleashed Records, and Defendant Entertainment Companies Whirling Records and Unleashed Records stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

392. Count 31 Publisher engaged in improper conduct concerning “Blast First” in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

393. Count 31 Administrator engaged in improper conduct concerning “Blast First” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

394. Defendant Labels Whirling Records and Unleashed Records engaged in improper conduct concerning “Blast First” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

395. Defendant Entertainment Companies Whirling Records and Unleashed Records engaged in improper conduct concerning “Blast First” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

396. Count 31 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Big Bang Theory” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

397. The applicable Plaintiffs have given Count 31 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Big Bang Theory,” and the infringement has not been remedied.

398. The infringing conduct of the Count 31 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the

Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

399. The foregoing conduct of Count 31 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 31 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 32
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Blow Your Mind" (Against Defendants Funky Noble Productions
and Famous Music Corp. "Count 32 Defendants")

400. Plaintiffs reallege each and every allegation in paragraphs 1 through 399 hereof as if fully set forth herein.

401. Rap artist Redman performed the Infringing Composition and Sound Recording "Blow Your Mind" on the "Whut? Thee Album," "Def Jam Music Group – Ten Year Anniversary," and "Def Jam's Greatest Hits: Hardcore" Records. "Blow Your Mind" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "The Humpty Dance," (contains "Let's Play House") which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Blow Your Mind."

402. No clearance company was involved.

403. Defendant Publisher Funky Noble Productions, Inc. ("Count 32 Publisher") and Defendant Administrator Famous Music Corp. ("Count 32 Administrator") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies

described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

404. Count 32 Publisher engaged in improper conduct concerning “Blow Your Mind” in the same manner as did the publishers described in paragraphs 39, 40, 45, and 46 hereof.

405. Count 32 Administrator engaged in improper conduct concerning “Blow Your Mind” in the same manner as did the administrators described in paragraphs 39, 40, 45, and 46 hereof.

406. Defendant Funky Noble Productions, Inc. has signed a release and agreement for its use of the Bridgeport and/or Southfield-owned musical composition “(Theme From The) Black Hole” and has paid royalties accordingly. However, it continues to infringe upon the Bridgeport and/or Southfield-owned musical composition “The Humpty Dance.”

407. Count 32 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

408. The applicable Plaintiffs have given Count 32 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance,” and the infringement has not been remedied.

409. The foregoing conduct of Count 32 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 32 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 33

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “BM (Skit) (Explicit Version)” (Against Defendants Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Universal Music Group, Inc. “Count 33 Defendants”)

410. Plaintiffs reallege each and every allegation in paragraphs 1 through 409 hereof as if fully set forth herein.

411. Rap artist Eve Jeffers a/k/a Eve performed the Infringing Composition and Sound Recording “BM (Skit) (Explicit Version)” on the “Let There Be Eve ... Ruff Ryder's First Lady (Explicit Version)” Records. “BM (Skit) (Explicit Version)” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm” particularly, a monologue over a re-recording of “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “BM (Skit) (Explicit Version).”

412. No clearance company was involved.

413. Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and Records.

414. Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. engaged in improper conduct concerning “BM (Skit) (Explicit Version)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

415. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “BM (Skit) (Explicit Version)” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

416. Count 33 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Funky Worm" in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

417. The applicable Plaintiffs have given Count 33 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording "Funky Worm," and the infringement has not been remedied.

418. The infringing conduct of the Count 33 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

419. The foregoing conduct of Count 33 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 33 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 34
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Bob Your Head" (Against Defendants Arista Records, Inc., a unit of
BMG Entertainment North America, Inc., individually and a/s/t Profile Records, and BMG
Entertainment, Inc. "Count 34 Defendants")

420. Plaintiffs reallege each and every allegation in paragraphs 1 through 419 hereof as if fully set forth herein.

421. Rap artist Run D.M.C. performed the Infringing Composition and Sound Recording "Bob Your Head" on the "Back From Hell" Records. "Bob Your Head" contains sampled and/or interpolated portions of the Westbound and/or Nine-owned sound recording "Good Old Music," which

were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Bob Your Head.”

422. No clearance company was involved.

423. Defendant Label Arista Records, Inc., a unit of BMG Entertainment North America, Inc., individually and a/s/t Profile Records and Defendant Entertainment Company BMG Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and Records.

424. Defendant Label Arista Records, Inc., a unit of BMG Entertainment North America, Inc., individually and a/s/t Profile Records engaged in improper conduct concerning “Bob Your Head” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

425. Defendant Entertainment Company BMG Entertainment, Inc. engaged in improper conduct concerning “Bob Your Head” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

426. Count 34 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Good Old Music” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

427. The applicable Plaintiffs have given Count 34 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the sound recording “Good Old Music,” and the infringement has not been remedied.

428. The infringing conduct of the Count 34 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.